

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
SHAMROCK CARTAGE, INC.

Cases 09-CA-204232

09-CA-205156

09-CA-207419

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at the Kraft Heinz Foods Company/DHL jobsite located at 2842 Spiegel Drive, Groveport, Ohio and at the Pepsi Company/Ryder Logistics jobsite located at 3880 Groveport Road, Obetz, Ohio in areas in which notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet where notices to employees are customarily posted and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees of the Charged Party who work at the facilities located at the Kraft Heinz Foods Company/DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Pepsi Company/Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 9 of the National Labor Relations Board in Case(s) 09-CA-204232, 09-CA-205156 and 09-CA-207419." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at ann.behrle@nrlrb.gov.

READING OF NOTICE—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent and a representative of the Union. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date, site and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION – By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make Shane Smith whole by payment to him of the amounts opposite his name. The Charged Party will make appropriate withholdings for Shane Smith. No withholdings should be made from the expenses, damages, excess tax and interest portion of the backpay. Interest is computed at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 91987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year and compensate Shane Smith for the adverse tax consequences, if any, of receiving a lump sum backpay amount.

Name	Backpay	Benefits	Expenses	Consequential Damages	Interest	Excess Tax	Total
Shane Smith	\$5,184	\$0	\$177	\$0	\$36	\$0	\$5,397

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes /s/ DOB No
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint

previously issued on October 13, 2017 in Case 09-CA-204232, and will also issue a Complaint in Cases 09-CA-205156 and 09-CA-207419, and consolidate the cases together (together referred herein as "Complaint"). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to the original complaint in Case 09-CA-204232 will be considered withdrawn. Charged Party further understands and agrees that it will have waived its right to file an Answer to the additional allegations raised in Cases 09-CA-205156 and 09-CA-207419, and its right to file an Answer to all 3 cases should they be consolidated in to one Complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Shamrock Cartage, Inc.			Charging Party International Brotherhood of Teamsters, Local Union 413		
By:	Name and Title	Date	By:	Name and Title	Date
/s/ Dan O'Brien, President		11/8/2017	/s/ Clement L. Tsao		11/9/2017
Print Name and Title below			Print Name and Title below		
Jim Allen, Attorney for Charged Party			Clement L. Tsao, Attorney		
Recommended By:		Date	Approved By:		Date
/s/ Daniel A. Goode		11/16/2017	/s/ Garey Edward Lindsay		11/16/2017
DANIEL A. GOODE Field Attorney			GAREY EDWARD LINDSAY Regional Director, Region 9		

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT threaten you with closure of our operations if you choose to be represented by or support International Brotherhood of Teamsters Local Union No. 413 or any other union.

WE WILL NOT threaten to fire you if you choose to be represented by or support International Brotherhood of Teamsters Local Union No. 413 or any other union.

WE WILL NOT interrogate you about your union membership or support.

WE WILL NOT ask you to report to us the union activities of your co-workers.

WE WILL NOT solicit grievances from you with the implied promise to correct them to discourage your union support.

WE WILL NOT promise you benefits, including 401(k) retirement, vacation time, holiday pay, or give you cash to discourage union activity.

WE WILL NOT discipline or fire you because of your union membership or support.

WE WILL NOT refuse to recognize and bargain with the International Brotherhood of Teamsters Local Union No. 413, as the exclusive collective-bargaining representative for the following Unit employees:

All full-time and regular part-time yard spotter/hostler employees employed by the Employer at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined In the Act.

WE WILL NOT, in any other manner, interfere with, restrain or coerce our employees in the exercise of the rights guaranteed him by Section 7 of the Act.

WE WILL offer Shane Smith immediate and full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights and privileges previously enjoyed.

WE WILL pay Shane Smith for the wages and other benefits, plus interest, he lost because we fired him.

WE WILL remove from our files all references to the August 2, 2017 warning and August 8, 2017, discharge of Shane Smith and **WE WILL** notify him in writing that this has been done and that the warning and discharge will not be used against him in any way.

WE WILL compensate Shane Smith for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 9, within 21 days of the date the amount of backpay is fixed by agreement, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL pay Shane Smith for all search-for-work expenses and work-related expenses regardless of whether he received interim earnings in excess of these expenses, during any given quarter or during the overall backpay period, plus interest.

WE WILL reimburse Shane Smith for reasonable consequential damages, if any, incurred by him, plus interest.

WE WILL recognize and bargain collectively and in good faith with the International Brotherhood of Teamsters Local Union No. 413 as the exclusive collective-bargaining representative of our employees under Section 9(a) of the Act, in the Unit described above and, if an understanding is reached, embody that understanding in a signed contract.

Shamrock Cartage, Inc.

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Telephone: (513)684-3686
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.